



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Garry Woltman, et al.

Docket No.: KCX-703 (19021)

Serial No.: 10/727,892

Group Art Unit: Unknown

Filed: December 4, 2003

Examiner: Unknown

For: Absorbent Article With Segmented and Separated Absorbent Structure

**Combined Declaration and Power of Attorney  
Original U.S. Patent Application  
Joint Inventors**

Commissioner for Patents  
Alexandria, VA 22313-1450

Sir:

As the below-named inventors, we hereby declare that:

Our respective addresses, post office addresses and citizenship designations are as stated below, next to our names.

We believe that we are the original, first and joint inventors of the subject matter which is claimed and for which a patent is sought in the patent application entitled:

**ABSORBENT ARTICLE WITH SEGMENTED  
AND SEPARATED ABSORBENT STRUCTURE**

the specification of which is attached hereto.

We hereby state that each of us has reviewed and understands the contents of the specification, including the claims and any accompanying drawings, as amended by any amendment specifically referred to in the oath or declaration.

We acknowledge our duty to disclose all information which is material to the patentability of this application as defined by 37 C.F.R. 1.56.

As the named inventors, we hereby appoint the following attorneys and/or agents to prosecute this application and transact all business in the United States Patent and Trademark Office connected herewith:

Robert A. Ambrose, Reg. No. 51231; David J. Arteman, Reg. No. 44512; Scott A. Baum, Reg. No. 51237; Michael J. Bendel, Reg. No. 39605; John L. Brodersen, Reg. No. 51236; Jonelle R. Burnham, Reg. No. 41980; Patricia A. Charlier, Reg. No. 38840; Thomas J. Connelly, Reg. No. 28404; Gregory E. Croft, Reg. No. 27542; Jeffrey B. Curtin, Reg. No. 37601; Ralph H. Dean, Reg. No. 41550; Alyssa A. Dudkowski, Reg. No. 40596; Randall W. Fieldhack, Reg. No. 43611; Steven D. Flack, Reg. No. 40608; Thomas M. Gage, Reg. No. 33385; Scott B. Garrison, Reg. No. 39198; Joseph P. Harps, Reg. No. 28854; William D. Herrick, Reg. No. 25468; Kyle K. Kappes, Reg. No. 34846; David J. Klann, Reg. No. 46833; Nancy M. Klembus, Reg. No. 40051; H. Michael Kubicki, Reg. No. 51235; Christos S. Kyriakou, Reg. No. 42776; Nicholas N. Leach, Reg. No. 31776; William W. Letson, Reg. No. 42797; Thomas J. Mielke, Reg. No. 31399; Douglas L. Miller, Reg. No. 30406; Thomas M. Parker, Reg. No. 42063; Sebastian C. Pugilese III, Reg. No. 42091; James B. Robinson, Reg. No. 34912; Richard M. Shane, Reg. No. 50921; Karl V. Sidor, Reg. No. 32597; Douglas H. Tulley, Jr., Reg. No. 34743; Sue C. Watson, Reg. No. 38850; Patrick C. Wilson, Reg. No. 31893; and Paul Y. Yee, Reg. No. 29460; Wellington M. Manning, Jr., Reg. No. 22376; Julian W. Dority, Reg. No. 20268; James M. Bagarazzi, Reg. No. 29609; Richard M. Moose, Reg. No. 31226; Stephen E. Bondura, Reg. No. 35070; Timothy A. Cassidy, Reg. No. 38024; Jeffrey M. Karmilovich, Reg. No. 35915; Tim F. Williams, Reg. No. 47178; Timothy D. St. Clair, Reg. No. 48316; Frances Barnes Elliott, Reg. No. 41598; Jason W. Johnston, Reg. No. 45675; Neal P. Pierotti, Reg. No. 45716; Bernard S. Klosowski, Jr., Reg. No. 47710; William M. Simmons, Reg. No. 53910; Steven R. LeBlanc, Reg. No. 47740; David M. Sigmon, Reg. No. 52224; Tara E. Agnew, Reg. No. 50589; Neil M. Batavia, Reg. No. 54599; Christina L. Mangelsen, Reg. No. 50244; Harry E. Moose, Jr., Reg. No. 51277; Jennifer L. van der Horst Reg. No. 52312.

Please direct all correspondence to: Steven R. LeBlanc  
Dority & Manning, P.A.  
P. O. Box 1449  
Greenville, South Carolina 29602-1449  
(864) 271-1592  
(864) 233-7342 Facsimile

We hereby declare that:

- 1) All statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and
- 2) These statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this application or any patent issued thereof.

Garry Woltman

Garry Woltman

Inventor's Signature

December 18, 2003

Date of Execution of this Document

USA

Inventor's Country of Citizenship

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Inventor's Residence Address

N/A

Inventor's Post Office Address

Katherine C. Wheeler

Katherine C. Wheeler

January 2, 2004

Inventor's Signature

Date of Execution of this Document

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Inventor's Post Office Address

Barb O. Sauer

Inventor's Signature

Date of Execution of this Document

USA

Inventor's Country of Citizenship

Inventor's Residence Address

N/A

Inventor's Post Office Address



**EXPRESS MAIL CERTIFICATE OF MAILING**

In re Application of: Garry Woltman, et al.

Entitled: Absorbent Article With Segmented and Separated Absorbent Structure

USSN: 10/727,892

Filed: December 4, 2003

Attorney Docket No.: KCX-703 (19021)

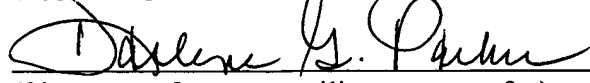
“Express Mail” – Mailing Label Number: US376132296US

Date of Deposit: April 16, 2004

I hereby certify that this paper and all attachments and any fee are being deposited with the U.S. Postal Service “Express Mail Post Office to Addressee” service under 37 CFR 1.10 on the date indicated above and is addressed to the:

Commissioner for Patents  
Mail Stop MISSING PARTS WITH FEE  
U.S. Patent and Trademark Office  
Post Office Box 1450  
Alexandria, VA 22313-1450

Darlene G. Parker  
(Typed or printed name of person mailing paper or fee)

  
(Signature of person mailing paper or fee)



January 23, 2004

Barbara O. Sauer  
1088 Grassy Meadows Lane  
Menasha, Wisconsin 54952

Re: Patent Application entitled **ABSORBENT ARTICLE WITH SEGMENTED AND  
SEPARATED ABSORBENT STRUCTURE**

K-C File: 19,021

Dear Barb:

Enclosed are photocopies of the following:

Patent application entitled, **ABSORBENT ARTICLE WITH SEGMENTED AND  
SEPARATED ABSORBENT STRUCTURE**

Combined Declaration and Power of Attorney

Original U.S. Patent Application – Joint Inventors

Assignment – Joint Inventors

**CONFIDENTIAL INFORMATION AND BUSINESS IDEAS, INVENTIONS AND  
DEVELOPMENTS AGREEMENT**, which you signed as a  
condition of your employment with Kimberly-Clark

In accordance with your employment agreement, you have an ongoing obligation to sign paperwork pertaining to any inventions made by you during your employment with Kimberly-Clark. A copy of the agreement is enclosed for your reference. In view of the current circumstances, Kimberly-Clark is willing to compensate you for the time that you spend on this patent application. In addition to the nominal amount specified in the Assignment document, Kimberly-Clark would offer to compensate you at a rate of **\$50 per hour**, for up to a **maximum of 3 hours**.

Please review the enclosed patent application. After your review, please call my assistant, Judy Anderson, at 920-721-6205 to make arrangements to come to Kimberly-Clark to receive an appropriate payment check at the same time that you sign the original copies of the **Combined Declaration and Power of Attorney** and **Assignment** documents. During this discussion, you will need to specify the amount of time spent on your review.

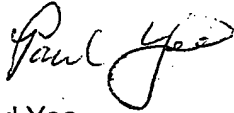
As an option, you may sign in blue ink the copies of the **Combined Declaration and Power of Attorney** and the **Assignment** in the appropriate spaces by your printed name, and send the signed documents to me in the enclosed postage-paid envelope. Also, include an invoice or other written statement that sets forth your time spent on the review. Upon receiving the signed documents, Kimberly-Clark will procure and send you a check for the appropriate amount of money.

January 23, 2004  
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To make a timely submission of the papers to the U.S. Patent and Trademark Office, we would like to receive the signed documents as soon as possible. In particular, we would appreciate receiving the signed documents by **February 13, 2004**.

If you have any questions, or would like to discuss this matter further, I can be reached at 920-721-2435.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Paul Yee", written in dark ink.

Paul Yee

Enclosure

JAN 21 '84 11:22 PM HUMAN RESOURCES 920 121 4100 10 010217 1:00:00

By this Agreement you are agreeing that you will transfer to the Corporation all rights you may have or acquire in inventions and discoveries, that you will protect the Corporation's trade secrets and that you will keep information confidential. If you have questions about your obligations or rights, you should seek independent legal advice.

### **CONFIDENTIAL INFORMATION AND BUSINESS IDEAS, INVENTIONS AND DEVELOPMENTS AGREEMENT**

As a condition to my employment and continuing employment with Kimberly-Clark Corporation ("the Corporation"), I agree that:

1. Trade secrets and confidential information about the Corporation's business which may be disclosed to me or of which I may learn in the course of my employment are not to be disclosed; one of my important duties as an employee, and even after my employment terminates is to use my best efforts to safeguard the Corporation's trade secrets and to keep information about the Corporation confidential. I will not disclose any of the Corporation's trade secrets or any confidential information about the Corporation until I have express authorization to do so. I will assume any particular information about the Corporation's business is confidential until I am informed it is not or until it has been published or is generally or publicly known outside the Corporation or (in the case of information about processes, procedures, machinery and equipment) until it has been recognized as standard practice outside the Corporation.
2. The term "Business Ideas" as used in this Agreement means all ideas, inventions, data and developments, whether or not patentable, which I originate or develop except those which are unrelated to the Corporation's business, which are not originated or developed during my working hours, and for which the Corporation does not furnish materials, labor, facilities, information or other assistance.  
  
The Corporation will own all rights in all Business Ideas which I originate or develop either alone or working with others while I am employed by the Corporation.
3. While I am employed by the Corporation:
  - 3.1 I will assign to the Corporation all Business Ideas and promptly execute all documents which the Corporation may reasonably require to perfect its patent and other rights to such Business Ideas throughout the world.
  - 3.2 I will promptly disclose to the Corporation all information concerning all business ideas, inventions, data and developments, whether or not originated or developed by me, which comes to my attention and which concerns the Corporation's business.
4. After my employment with the Corporation terminates, I will promptly disclose to the Corporation all Business Ideas relating to matters with which I came in contact during my employment, provided that such Business Ideas originated or were developed during my employment or during the six months immediately following termination of my employment. I will promptly assign to the Corporation all such Business Ideas and promptly execute all documents which the Corporation may reasonably require to perfect its patent and other rights to such Business Ideas in countries where the Corporation shall have previously filed one or more patent applications.

Nothing in this Agreement will prevent me, after my employment terminates, from using skills and knowledge of a general nature gained while I am employed by the Corporation.

This Agreement becomes effective on the date inserted below and will govern the relationship between the Corporation and me from this date forward; any previous agreement I may have signed will continue to govern the relationship between the Corporation and me until the date inserted below.

Signed at KC. Fem. Care R+D, this 9<sup>th</sup> day of January, 19 84  
Witness: Carl M. Cook Barbara Oakley (Employee)

The Confidential Information and Business Ideas, Inventions and Developments Agreement form (KC 92-D) which you are asked as a new employee to sign is intended to protect Kimberly-Clark proprietary information, including trade secrets.

We remind you that, if you were employed before coming to Kimberly-Clark you may have signed a similar agreement with your former employer. But whether you signed such an agreement or not, you must not disclose to Kimberly-Clark or use in your work with Kimberly-Clark confidential information (including trade secrets) pertaining to or owned by a former employer.

We are sure you will want to respect this obligation and assure you that Kimberly-Clark, as your new employer, will cooperate with you in doing so.

Barbara Oakley  
Signature

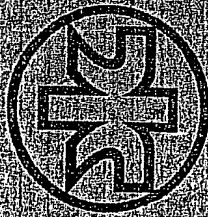
1/9/84  
Date

[Signature]  
Manager Signature





401 N. Lake Street  
Neenah, WI 54957-0349



*Legal?*

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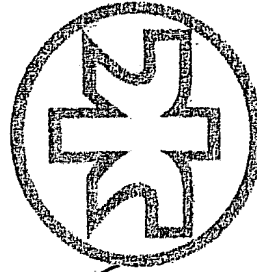


**Kimberly-Clark**

From: 401 North Lake Street  
Neenah, WI 54956



ATTEMPTED  
DELIVERY  
KNOWING



Neenah, WI 54952

attn

ATTN DELIVERY ATTEMPTED  
IF PERSON DOES NOT RESIDE AT  
THIS ADDRESS, RETURN PIECE TO  
MAILBOX FOR PICKUP.